

## EDF BOILER CARE VALUE POLICY TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions. These and your certificate, and any changes we notify you about, form your agreement with us. We have not given you a personal recommendation as to whether this policy is suitable for your needs.

### Definitions

**boiler:** the gas boiler protected by this policy, as shown on your certificate (this only includes the parts inside the boiler casing; it does not include the flue). It cannot be a warm air unit, electric boiler or combined heat power unit. Your boiler must not be a commercial or industrial grade boiler, such as one with more than 70 kilowatts per hour, or 238,850 BTU output.

**controls:** the programmer (time control), central heating circulating pump, motorised valve(s), zone valve or diverter valve, room thermostat and the cylinder thermostat. All elements of the controls must be standard.

**heating equipment:** the boiler and its controls protected by this policy. Your heating equipment also includes the system.

**policy:** this contract of insurance.

**system:** the radiators (excluding decorative or curved ones), radiator valves, expansion tank, the accessible and visible pipework directly associated with the provision of central heating (excluding any taps and their direct supply) and vented hot water cylinders holding less than 40 gallons or 182 litres. The system does not include thermal stores, their feeds, outlets or controls.

**thermal store:** cylinders running directly off mains pressure water, and not from a cold-water storage cistern/tank, and can often be identified as a cylinder which is not open to the atmosphere.

**we/us/our:** Domestic & General Insurance PLC, the provider of the policy.

**you/your:** the person named on your certificate.

**your certificate:** the personalised section of your policy documentation, sent to you once you have taken out a policy or at renewal.

### Is this policy for you?

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your boiler must be:

- owned by you;
- in good working order when you take out the policy;
- under 15 years old when you take out the policy (excluding policies migrating from another provider);
- located in the United Kingdom; and
- used for personal and non-business purposes only.

It must not be a commercial or industrial grade boiler, such as one with more than 70 kilowatts per hour, or 238,850 BTU output. It cannot be located on a boat or in a mobile home.

### Important conditions

- All information you give must be true, factual and not misleading.
- Your heating equipment must have been installed, maintained and used in accordance with the manufacturer's instructions.
- Your heating equipment must be used in a private home, solely occupied by a single household (at the address you gave to us).

### Your responsibilities

You must arrange any work required to make your heating equipment accessible and compliant with all relevant safety standards and safe to work on (as determined by our repairer). For example, where there is a pest infestation or if hazardous material is present you will need to arrange for this to be safely removed. You must take reasonable care of your product.

This includes caring for it in line with the manufacturer's instructions. We will not do any work where these standards are not met.

You must make sure that parking is available within 100 yards of your home when you have booked an onsite visit. This means providing parking permits if there are restrictions to on-street parking or providing a dedicated parking spot for example.

### What this policy covers

#### Breakdown

If your heating equipment suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) authorise a repair or pay a contribution towards the cost of replacement heating equipment.

Please note, if your policy has a wait period (see the start date on your certificate) for the first thirty (30) days following your application date we will not provide any cover. We can provide the details of a repairer in your area, but any charge for work carried out cannot be reclaimed from us.

#### Territorial limits

Your heating equipment is covered for claims that occur in the United Kingdom.

#### How to make a claim

To make a claim please contact us as soon as possible by telephone on 0800 497 0707 or online at [www.domesticandgeneral.com/repairs](http://www.domesticandgeneral.com/repairs)

Calls to 0800 numbers are free. Lines are open, at a minimum, from 8am to 8pm, Monday to Friday, and 8am to 2pm Saturdays (except public holidays).

#### Excess

Some Boiler Care policies also require you to pay an excess. If this applies to the policy you have selected, the amount of the excess will be set out in your welcome letter. You must pay an excess for each claim approved, unless it is within 30 days of you having already paid an excess for a previous claim. If no fault is found with your heating equipment, you can request for the excess you have paid to be refunded to you. If mechanical or electrical breakdown of your heating equipment occurs during the manufacturer's guarantee, you don't need to pay the excess. Once you have paid an excess, you will not need to pay this again if you then receive a settlement.

#### Limits of the policy

There is no limit to the number of repairs you can request, unless your policy ends, for example, following the write-off of your heating equipment (see 'What happens if your heating equipment is written-off?' below).

#### Repairs

Where we authorise a repair we will pay call-out charges, the cost of labour and the cost of parts (as long as these are not covered by another guarantee or warranty on the product). Only repairers approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. Repairs will be carried out within the repairer's normal working hours (which are at least 9am to 5pm, Monday to Friday, except public holidays) on a date agreed with you. Please have your policy documentation to hand when the repairer arrives. If we authorise a repair but are unable to find a repairer, we'll permit you to use your chosen repairer. You must use a Gas Safe registered repairer. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us.

If we permit you to use your chosen repairer and the proposed repair is estimated to cost more than the repair authority limit: £150, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

## Replacements

If a repair is approved on your heating equipment, but we are not able to repair it, or we decide that it is uneconomical for us to repair it (because for example the repair would cost more than the price of a new boiler), we will arrange to provide you with a new boiler up to a value of £750.

If we cannot reasonably arrange a replacement, we will give you manufacturer credit or vouchers instead. The manufacturer credit or vouchers will be for the full retail price (from a manufacturer chosen by us) of a replacement boiler up to a value of £750.

All vouchers will be valid for 12 months from the date of issue. Voucher settlements will be sent electronically or posted to the last address you gave us. If vouchers are not available we will provide a cash equivalent.

Under this policy, we will not be responsible for any installation or delivery costs. We will also not pay for a replacement flue if this is needed for the new boiler or any upgrading costs associated with the new replacement boiler.

## What happens if your heating equipment is replaced?

If we arrange a replacement or alternatively give you manufacturer credit or vouchers, your policy will end immediately. No refund will be due.

## Exclusions

We shall not approve work or payments for or arising from:

- claims where you have breached the important conditions or failed to comply with your responsibilities set out in this policy;
- cosmetic damage such as damage to paintwork, dents or scratches;
- your failure to follow the manufacturer's instructions;
- data loss or corruption, installing, modifying and upgrading software;
- software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall;
- damage to ceramic or glass surfaces;
- any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on the heating equipment;
- modifying or making a heating equipment comply with legislation, work on the heating equipment that is only required due to legislation changes or making it safely accessible;
- damage during delivery, installation or transportation of the heating equipment by a third party who is not under our instruction;
- costs or loss arising from not being able to use your heating equipment (e.g. hiring a replacement), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment);
- any problem with the supply of electricity, gas, water, broadband or broadcast content;
- repairs required where the heating equipment is functioning within the manufacturer's tolerances;
- replacement, recall or modification of the heating equipment (or any part) by a supplier or the manufacturer;
- routine maintenance, cleaning, servicing and routine re-gassing;
- work on anything not part of the heating equipment, for example fuel lines to the heating equipment and the flue systems from the heating equipment;
- normal operation or adjustment of the heating equipment controls (except following an approved repair under this policy);
- any work arising from hard water scale deposits (i.e. calcium);
- any water pressure adjustments on sealed systems (except those connected with a repair approved under this policy), the clearing of airlocks or the balancing and venting of radiators (except where the radiators are protected by the policy);

- work on non-standard visible pipework (i.e. greater than 35mm in diameter);
- work where the removal or disturbance of hazardous material (e.g. asbestos) is required;
- the replacement of oil nozzles and igniters;
- work on internet connected heating control equipment (unless supplied by the boiler manufacturer where the boiler is protected by the policy);
- costs for upgrades or system modifications;
- issuing a CP12 (gas safety certificate);
- any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or data-change faults);
- damage to any other property or possessions, unless it is our fault;
- repairs carried out outside of your country of residence;
- repairs, maintenance work, or use of spare parts, where not authorised by us;
- any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals (other than pet cats or dogs), plants or trees;
- the cost of replacing any accessories (such as attachments, cables and cable joints, plugs, light covers, filters, removable parts, catalytic panels, external piping, starter connections and straps);
- the cost of replacing any consumables (such as external fuses, batteries, seal/gaskets or fuel);
- commercial or business use including use by charities, not-for-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand);
- work on anything not part of the heating equipment, for example warm air units, electric boilers, hydrogen boilers or combined heat power units, non-accessible or non-visible pipework, energy management systems, unvented pressurised cylinders (thermal stores), convector heaters, kick space heaters, curved/angled radiators (for bay windows etc), decorative radiators, towel heaters/rails, underfloor heating, heat pumps, shower pumps, immersion heaters, solar panels, fuel lines to the heating equipment and the flue systems from the heating equipment, the cold water supply tank, its feed or outlet, taps, any pipework, controls or other parts associated with any of these items;
- damage caused by, or arising from, accident;
- sludge or blockages (including carrying out a powerflush) or servicing, clearing, replacing or repairing magnetic filtration devices;
- arrangement of your heating equipment replacement;
- any part of your boiler and controls which directly supplies a swimming pool;
- repairing or replacing the flue including the flue terminal and/or lining for any open flued appliances.

## Paying your premium

- If you pay the premium (inclusive of all applicable taxes) monthly by Direct Debit, you must make regular payments in accordance with the 'Payments schedule' set out in your policy documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise.
- We will collect the payment for the first month of the policy approximately two to four weeks after the start date.

Payments for all subsequent months will be collected monthly on your selected payment date (or the next working day if a weekend or bank holiday). This means that the second payment may be collected approximately two weeks after the first payment.

- When you have paid the premium monthly by Direct Debit for the number of consecutive months shown in the 'Payments schedule', if the initial policy period has not yet expired, no further payment will be taken for the remainder of the initial policy period, unless and until your policy renews for a further period (see 'Duration and renewal of your policy' below).
- If instead you choose to pay all the premium for the period in advance in one payment, you must pay this amount (inclusive of all applicable taxes) before the policy will start.
- We may use a collection agency to recover any amount owing to us. If you do not pay for your policy on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

### **Duration and renewal of your policy**

If your policy has a wait period (see the start date on your certificate) it will start after the 30 day wait period has ended. In all other cases your policy will start immediately.

The start date is set out in your welcome letter. The policy then continues until the 'renewal date', as specified in your certificate (unless cancelled or brought to an end in accordance with these terms and conditions).

Before your policy ends, we will contact you by post, telephone, email or SMS about renewing your protection. You will be informed of the new amount to pay.

The premium payable may increase at renewal.

If you pay for your policy by Direct Debit, you do not need to do anything to ensure that you stay protected. We will automatically renew your protection each year for a further twelve months with a new policy. The renewal premiums will be collected from your specified bank account. You need to contact us if you do not wish to renew. If you pay by any other means, you will need to make payment for your policy to continue.

A cooling off period (lasting 14 days from renewal of the policy or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your policy. We reserve the right not to offer you a renewal on your policy.

### **Your right to cancel**

The 'cooling off period' is the fourteen (14) day period from receipt of your documentation or from the policy start date, whichever is later. If you change your mind during the cooling off period, you can cancel your policy and you'll receive a refund of any premium paid. After the cooling off period – If you cancel your policy after the cooling off period and after the manufacturer's parts and labour guarantee period, then the following will apply:

- If you have not received a repair, we'll refund the premium paid by you for the remaining full months of your policy. If you pay for your policy by Direct Debit, you might not have paid for any future months of your policy. If so, you will not receive any refund.
- If you have received a repair, no refund will be given and you will have to pay the cost of the repair. This will be capped at the policy fee (less any fees you have already paid in the current period).

If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your policy or bring it to an end' below).

### **How to cancel**

If you wish to cancel your policy, please contact us on 0800 497 0707 (8am to 8pm, Monday to Friday, and 8am to 2pm Saturdays, except public holidays). You can also cancel by using the cancellation form on our website, or by writing to us, at the

addresses specified in the 'Customer services details' section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your policy. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

### **Our right to cancel your policy or bring it to an end**

If we have reasonable grounds to suspect that your claim is in any way dishonest, exaggerated or fraudulent then we may cancel the policy immediately (as well as any other policies you have with us) without any refund of premium or excess (see 'Fraudulent activity' below).

We may cancel this policy as well as any other policies you have with us where there is a valid reason for doing so by giving you at least 7 days' written notice and you will receive a pro rata refund of the premium paid for the remaining unexpired days of your policy. Valid reasons include but are not limited to the following:

- where you fail to comply with certain conditions and obligations (see 'Important conditions' and 'Your responsibilities' above);
- where you fail to pay for the policy (see 'Paying your premiums' above);
- where you have (or anyone acting for you has) previously engaged in fraudulent activity and/or provided us with false information (see 'Fraudulent activity' below); or
- where you have used threatening or abusive behaviour or language towards our staff or suppliers.

If at any time, we arrange to replace your heating equipment (or give you a voucher settlement), your policy will automatically end and no refund will be due (see 'What happens if your heating equipment is replaced?' above).

### **Customer services details**

For customer services: call 0800 497 0707, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or sign in to myaccount on our website: [www.domesticandgeneral.com](http://www.domesticandgeneral.com)

Calls to 0800 numbers are free. Lines are open, at a minimum, from 8am to 8pm, Monday to Friday, and 8am to 2pm Saturdays (except public holidays).

### **How to complain**

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied with how we respond you can then ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, on the website <http://financial-ombudsman.org.uk/>, or by email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), or phone 0800 023 4567. Referral of your complaint to the FOS does not affect your right to take legal proceedings.

### **Transferring your policy to a new owner**

With our permission you may transfer your policy to a new owner of the heating equipment by giving us their details either over the telephone or in writing. You cannot transfer it to any other heating equipment.

### **Changes to these terms and conditions**

We may modify or replace these terms and conditions in order to:

- comply with the law, regulations, industry guidance or codes of practice;
- rectify errors or ambiguities; and
- reflect changes in the scope or nature of the protection provided to you.

In all cases, we will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide

you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any premium paid for unused days of your policy.

### Data Protection Information

Domestic & General Services Ltd (for maintenance & support plans), Domestic & General Insurance PLC (for insurance policies), and EDF Energy Customers Ltd are the Data Controllers for your information. This is a brief summary of how we're protecting and respecting your privacy in accordance with data protection legislation. For more information go to [domesticandgeneral.com/mydata/edf](https://domesticandgeneral.com/mydata/edf)

### How do we use your data?

We use the data we hold about you in order to provide your appliance protection, handle repair requests, or let you know about information, products or services that interest you, or for analytical or statistical purposes. We also use it to safeguard against fraud and money laundering, and for the rare event of product safety recalls.

### Do we share your data?

Your data is shared across our group companies and with other companies who provide products or services to us, or who perform services on our behalf. We'll also share your data with EDF Energy Customers Ltd.

### What happens with international data transfers?

We may transfer your data to countries (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK. But don't worry, we have safeguards in place to help ensure that everything is adequately secured and protected.

### What are your rights?

You have the right to ask us to:

- not use your data for marketing purposes
- send you a copy of the personal information we have about you
- delete your data (subject to certain exemptions)
- correct or delete any inaccurate or misleading data
- restrict the processing of your data
- provide a copy of your data to any controller
- lodge a complaint with the local data protection authority

### How long do we keep your data?

We won't keep your information for any longer than is necessary. In most cases that's 10 years (reasonable expectation of average product ownership), or 6 years following the expiry of a contract.

### Any other questions?

Please contact The Group Data Protection Officer, go to [domesticandgeneral.com/mydata/edf](https://domesticandgeneral.com/mydata/edf)

### Exclusion of third party rights

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

### Fraudulent activity

We may provide your details to third parties in order to detect possible fraudulent activity. If we have reasonable grounds to suspect that you have (or anyone acting for you has):

- previously engaged in fraudulent activity; or
- provided us with false information,

we may cancel your policy as well as any other policies you have with us and/or reject any applications for new policies. You will receive a refund of any premium paid for unused days of the policy (see 'Our right to cancel your policy or bring it to an end' above).

If we suspect that you have (or anyone acting for you has) engaged in fraudulent activity or provided us with false information we may request extra information in support of your application or claim (such as proof of purchase).

If we have reasonable grounds to suspect that you have (or anyone acting for you has) made a claim under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may:

- request extra evidence in support of your claim (such as proof of purchase or other documentation);
- decline your claim and immediately cancel your policy without any refund of premium or excess paid;
- recover from you the cost of any claim already paid to you under this policy and the cost of any investigation into a fraudulent claim under this policy (and we may initiate legal proceedings to do so);
- report you to the relevant authorities, including the police;
- put the details of the fraudulent claim onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants names and addresses are available on request.

### Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in these terms and conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or 03444 111 444.

### The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, or by contacting them on 0800 678 1100.

### Access and support

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

### Company information

This policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850 Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (<https://register.fca.org.uk>).